20/429

**HARKINS CUNNINGHAM**
ATTORNEYS AT LAW
SUITE 600
801 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2615
202 973-7600
FACSIMILE 202 973-7610

ENTERED
Office of the Secretary
JAN 31 2001
Part of
Public Record

WRITER'S DIRECT DIAL
(202) 973-7601

2800 ONE COMMERCE SQUARE
2005 MARKET STREET
PHILADELPHIA, PA 19103-7042
215 851-6700
FACSIMILE 215 851-6710

ENTERED
Office of the Secretary
JAN 31 2001
Part of
Public Record

January 30, 2001

RECEIVED
JAN 30 2001
MAIL
MANAGEMENT
STB

**BY HAND**

Vernon A. Williams, Secretary
Surface Transportation Board
Office of the Secretary
Case Control Unit
Attn: STB Ex Parte No. 582 (Sub-No.1)
1925 K Street, N.W.
Washington, DC 20423-0001

**Re: Major Rail Consolidation Procedures (STB Ex Parte No. 582 (Sub-No. 1))**

Dear Secretary Williams:

Enclosed for filing in the above-referenced matter are an original and 25 copies of the Motion of Canadian National Railway Company to Strike CSX NAFTA Rebuttal or, in the Alternative, Petition for Leave to File Surrebuttal, together with a diskette in WordPerfect format. A certificate of service accompanies the document.

Kindly date-stamp the extra copy of this letter and the accompanying pleading, which our messenger is presenting, and return them to the messenger.

If there are any questions concerning this matter, please call the undersigned at (202) 973-7601.

Very truly yours,

Paul A. Cunningham

Enclosures

**BEFORE THE**
**SURFACE TRANSPORTATION BOARD**


---

**EX PARTE NO. 582 (Sub-No. 1)**

---

**MAJOR RAIL CONSOLIDATION PROCEDURES**

---

**MOTION OF CANADIAN NATIONAL RAILWAY COMPANY TO STRIKE CSX NAFTA REBUTTAL OR, IN THE ALTERNATIVE, PETITON FOR LEAVE TO FILE SURREBUTTAL**

**Sean Finn**
**CANADIAN NATIONAL RAILWAY COMPANY**
**935 de La Gauchetiere Street, West, Flr. 15**
**Montreal, PQ H3B 2M9**
**(514) 399-7091**

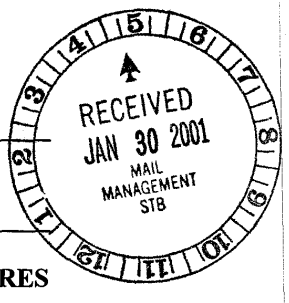
**Myles L. Tobin**
**ILLINOIS CENTRAL RAILROAD COMPANY**
**455 North Cityfront Plaza Drive, 20th Floor**
**Chicago, Illinois 60611-5504**
**(312) 755-7621**

**Paul A. Cunningham**
**Richard B. Herzog**
**David A. Bono**
**HARKINS CUNNINGHAM**
**801 Pennsylvania Avenue, N.W., Suite 600**
**Washington, D.C. 20004-2664**
**(202) 973-7600**

***Attorneys for Canadian National Railway Company***

**January 30, 2001**

**BEFORE THE**
**SURFACE TRANSPORTATION BOARD**




**EX PARTE NO. 582 (Sub-No. 1)**

**MAJOR RAIL CONSOLIDATION PROCEDURES**

**MOTION OF CANADIAN NATIONAL RAILWAY COMPANY TO STRIKE CSX NAFTA REBUTTAL OR, IN THE ALTERNATIVE, PETITON FOR LEAVE TO FILE SURREBUTTAL**

Although styled as rebuttal comments, CSX's latest filing presents a heretofore unargued reading of NAFTA as a wholly new defense of the STB's proposed special treatment of transnational mergers. *See* CSX Rebuttal 48-66. CSX's new NAFTA rebuttal contentions could all have been made in CSX's reply comments, or before, as they are directed exclusively at matters that were first addressed in CN's ANPR opening and reply comments and again in CN's opening comments to the NOPR.[1] CSX's reply comments, however, made no arguments whatsoever regarding the Board's proposed transnational merger rules, CN's opposition to those proposals, or the NAFTA issues that have been raised.[2]

[1] *See* CN ANPR Opening Comments 47-51; CN ANPR Reply Comments 62-70; CN Opening Comments 23-38. CSX acknowledges that its rebuttal discussion of transborder issues is directed to those arguments raised by CN (and CP) in opening comments and during the "ANPR stage" of this proceeding. CSX Rebuttal 48.

[2] CSX's opening comments, in contrast, did discuss certain aspects of the Board's transnational merger proposal. *See* CSX Opening Comments 18-24 (discussing full system plans, national defense, provincial or national favoritism, ownership and directorship issues, and the appropriate definition of "applicant" in transnational

CSX's new NAFTA arguments are not properly raised for the first time in rebuttal. Because CSX has not presented these arguments in a timely fashion, others have been deprived of the opportunity for comment. That, in turn, deprives the Board of a fully developed record on which to consider these newly-pressed arguments. Consequently, CN hereby moves the Board to strike pages 48 through 66 of CSX's Rebuttal filing.[3]

In the alternative, CN petitions the Board for leave to file the following surrebuttal regarding CSX's new NAFTA contentions.[4] Additional comments are appropriate on CSX's new contentions, which are of international significance and not within traditional expertise unique to the Board, because CSX has made serious errors with respect to both CN's position in the rulemaking and the scope of NAFTA's protections.

**I. CSX's Rebuttal Misrepresents CN's Position**

CSX mischaracterizes CN's position on NAFTA "as a purported basis for opposing the Board's efforts to gather information from foreign merger applicants on a wide range of issues." CSX Rebuttal 49. To the contrary, CN's position has consistently been that the Board can gather all necessary information without constructing application requirements for transactions involving foreign carriers that are different from those involving only domestic ones. *See, e.g.*, CN Opening Comments 23-25. The comments of other carriers agree. *See, e.g.*, NS Reply 46 ("NS continues to believe that these rules

---

transactions). Consequently, CN fully discussed these aspects of CSX's opening comments in its reply comments. *See* CN Reply 20-21.

[3] *See* 49 C.F.R. §§ 1104.8 and 1104.13.

[4] *See* 49 C.F.R. § 1117.1.

are not necessary, and that any particular concerns regarding the transnational, national defense or cross-border safety impacts of a proposed rail consolidation can be adequately addressed in the context of the Board's general merger rules."); CP Reply 20 ("If credible evidence relating to unique 'transnational' issues is presented in a future cross-border merger case, the Board can evaluate the evidence on a case-by-case basis, as it has done with the myriad unique issues that have arisen in past merger cases."). What CN does object to, and what NAFTA does not allow, is for the Board to burden applicants in a Mexican or Canadian transnational transaction with more onerous requirements for making a *prima facie* case.[5]

## II. CSX's Rebuttal Misconstrues NAFTA

CSX urges several interpretations of NAFTA that would eviscerate the treaty and its objectives. Indeed, CSX goes so far as to object to any "recital of what are said to be NAFTA's 'objectives.'" CSX Rebuttal 50. Willful blindness to purpose, however, is, of course, anathema to deriving the intent of any legal instrument. That includes NAFTA, whose signatories explicitly agreed that they "shall interpret and apply the provisions of this Agreement in the light of its objectives," NAFTA Art. 102.2, including objectives to "eliminate barriers to trade in, and to facilitate the cross-border movement of, goods and services between the territories of the Parties" and to "increase substantially investment opportunities in the territories of the Parties." NAFTA Art. 102.1(a) & (c). If adopted, CSX's view would serve not only to dilute the NAFTA protections afforded Canadian

---

[5] CSX's rebuttal likewise mischaracterizes CP's position, which also objected to the Board's special requirements for transnational merger applications because "it would be discriminatory for the Board's merger regulations to require only 'foreign' applicants (and not their U.S. counterparts)" to make a heightened showing. CP Comments 21.

rail carriers in the U.S., but to dilute the same protections that are enjoyed by all U.S. corporations operating within the North American free trade zone.

**A. CSX's Unsupportable Attempt To Narrow NAFTA's Investor Protections**

One example of CSX's attempted evisceration of NAFTA is its argument that NAFTA Chapter 11 protects only "the persons or entities who are stockholders in (and thus are investors in) CN." CSX Rebuttal 52. According to CSX, "there is no discrimination involved in [a transnational merger] involving either CN or CP" because "most of CN's and most of CP's parents' stockholders are U.S. citizens, and thus both sets of investors, U.S. and Canadian, would be treated alike, *regardless of what the specific Board regulations required with respect to the application, that CN or CP had to file*." *Id.* (emphasis supplied). Thus, goes CSX's argument, "neither CP nor CN appears to be in a position to complain about NAFTA investor discrimination." *Id.* at 53.

The consequence of CSX's argument would be that no NAFTA violation would ever lie for even the most prejudicial discriminatory treatment directed to any company that had both U.S. and Canadian (or Mexican) shareholders. CSX's claim that NAFTA's investor protections extend only to shareholders is absurd, and would be so even absent the explicit treaty text that belies such a claim, which CSX never presents or discusses. That text, however, clearly bars measures that discriminate between different NAFTA companies (and not just different NAFTA shareholders of a single company) based on the companies' places of incorporation, even under CSX's exclusive focus on "investors."

In particular, CSX simply ignores Chapter 11's specific definition of "investor of a Party" to include "*an enterprise of such Party*, that seeks to make, is making or has

made an investment." NAFTA Art. 1139 (emphasis supplied). The term "enterprise of a Party" is itself defined to include a corporation such as CN: it is defined to mean "an enterprise constituted or organized under the law of a Party." NAFTA Art. 201.1. The term "enterprise," in turn, is further defined to mean "any entity constituted or organized under applicable law, whether or not for profit, and whether privately-owned or governmentally-owned, including *any corporation*, trust, partnership, sole proprietorship, joint venture or other association." *Id.* (emphasis supplied).[6]

Moreover, if adopted, CSX's reasoning could have dire consequences for broader U.S. interests. It would serve to justify any number of measures of a type that would have heretofore been considered clear NAFTA violations – for example, a Mexican or Canadian measure that would bar General Motors products produced in the U.S. from either of those countries. Under the theory espoused by CSX, no NAFTA violation would be perpetrated because GM's U.S., Mexican, and Canadian shareholders would all be treated alike.

**B. CSX's Erroneous View of NAFTA Chapter 9, "Standards-Related Measures"**

CSX presses a similarly tortured reading of Chapter 9, which would eviscerate NAFTA in other ways. Chapter 9, located in Part Three of NAFTA (in the treaty's section on "Technical Barriers to Trade"), contains the NAFTA provisions that apply to a distinct type of technical barrier, namely "*standards-related measures*" that "may ... affect trade in goods or services between the Parties, and to measures of the Parties relating to such [standards-related] measures." Article 901, entitled "Scope and

[6] CSX's exclusive focus is unduly narrow, in any event, because Chapter 11 extends the national treatment guarantee to both "investors of another Party" and such "investments." NAFTA Art. 1101.1(a) & (b). *See also* Art. 1102.1 & 1102.2 (separately protecting "investors" and "investments").

Coverage," section 1 (emphasis supplied). CSX argues that Chapter 9 overrides NAFTA's national treatment protections: it "fully insulate[s] government decisions on the level of protection desired in a given policy area from the broad non-discrimination obligations otherwise applicable to NAFTA service providers." CSX Rebuttal 57. CSX supports this astonishing assertion with several erroneous arguments. One need only consider the first to dispel any prospect that Chapter 9 even relates to the issues before the Board.

The cornerstone of CSX's unfounded theory is the proposition that Chapter 9 confers a blanket authorization that frees any regulation from NAFTA's strictures if the regulation relates to safety, the environment, or consumer protection. CSX Rebuttal 54. By its terms, however, Chapter 9 applies only to "*standards-related measures*," which NAFTA defines far more narrowly than CSX would have it, and in a way that manifestly does not encompass the Board's merger review. CSX does not quote the definition. [7]

---

[7] The definitions in NAFTA Article 915 belie CSX's claim that Chapter 9 reaches all forms of environmental or consumer-focused regulation. A measure is a "standards-related measure" under Chapter 9 only if it is either:

- a "standard" – i.e., "a document, approved by a recognized body, that provides for common and repeated use, rules, guidelines or characteristics for goods or related processes and production methods, or for services or related operating methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labeling requirements as they apply to a good, process, or production or operating method;"

- a "technical regulation" – i.e., "a document which lays down goods characteristics or their related processes and production methods, or services characteristics or their related operating methods, including the applicable administrative provisions, with which compliance is mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labeling requirements as they apply to a good, process, or production or operating method;" or

Contrary to CSX's representation, a "standards-related measure" is not implicated by any regulation that may ultimately benefit consumers or the environment, but only by regulations in the nature of "technical specifications." *See* Karen E. Lee, "Cooperative Standard Setting: The Road to Compatibility or Deadlock? The NAFTA's Transformation of the Telecommunications Industry," 48 Fed. Comm. L. J. 487, 488 (1996) (citation omitted). Chapter 9 thus applies to measures involving technical specifications such as reference and minimum quality standards (which assure consumers that a product or service will perform or be performed at the specified level) and compatibility standards (which assure consumers that particular products and services will be fully operational when used with other producers' products or services), and comparable regulations. *Id.*[8] Merger rules on ownership restrictions, national or provincial agendas, ensuring cooperation with federal agencies, or the servicing of U.S.

---

- a "conformity assessment procedure," – i.e., "any procedure used, directly or indirectly, to determine that a technical regulation or standard is fulfilled, including sampling, testing, inspection, evaluation, verification, monitoring, auditing, assurance of conformity, accreditation, registration or approval used for such a purpose, but does not mean an approval procedure."

NAFTA Art. 915. The reason CSX has omitted these definitions from both its discussion and its NAFTA appendix is obvious. Under these NAFTA definitions, the Board's merger review – a review of corporate structure or financial transactions -- is neither a standard, a technical regulation, nor a conformity assessment procedure.

[8]As the Lee article also notes, "[t]he use of different product standards is one of the most significant types of nontariff barriers addressed by the NAFTA. Different product standards create incompatibility, which discourages users from purchasing a foreign manufacturer's product. The NAFTA directs its three member nations to utilize the product standards set by international standard-setting organizations as the basis for all their standards. Reliance on these organizations, proponents of the NAFTA argue, will result in global standards, eliminate incompatibility, and open new markets for trade." *Id.*

defense transportation needs plainly do not qualify as such technical "standards-related measures." CSX's reliance on NAFTA Chapter 9 is entirely misplaced.

This definitional point disposes at the threshold of the other arguments made by CSX concerning Chapter 9, all of which assume that the Chapter applies here at all. In any event, even if CSX were correct in its mistaken view that standards had any relevance at all to merger regulation (which they do not), Chapter 9 preserves NAFTA's guarantee of non-discriminatory national treatment as a basic right that applies to "standards-related measures." Article 904, entitled "Basic Rights and Obligations," states, *inter alia*:

> *Non-Discriminatory Treatment*
>
> 3. Each Party *shall*, in respect of its standards-related measures, accord to goods and service providers of another Party:
>
> (a) national treatment in accordance with Article 301 (Market Access) or Article 1202 (Cross-Border Trade in Services);

NAFTA Art. 904.3 (emphasis supplied).[9]

As a consequence, such regulations would still violate NAFTA if they did not respect the national treatment requirement. Indeed, although CSX makes no mention of the decision, a NAFTA arbitration recently found that the failure to adhere to national treatment in the regulation of health, safety, and the environment violates NAFTA's nondiscrimination guarantee. *See NAFTA UNCITRAL Investor-State Claim S.D. Myers,*

---

[9] As the NAFTA synopsis jointly prepared by "the three signatory countries specifically states, NAFTA "sets out certain disciplines on the use of standards-related measures," including the absolute requirement that each NAFTA country "*must* ensure that goods or specified services from the other two countries are treated no less favorably than like goods or services of national origin." News Release, The Governments of Canada, the United Mexican States and the United States of America, Description of the Proposed North American Free Trade Agreement, 1992 WL 724712 (N.A.F.TA.) at 15 (August 12, 1992) (emphasis supplied) (hereafter, "Description of NAFTA").

*Inc. v. Canada*, Partial Award ¶¶ 254-55 (November 13, 2000); *id.*, Concurring Opinion ¶ 21 ("[a]ny legitimate concerns that Canada had over safety and environmental protection could have been readily satisfied by [nondiscriminatory] measures").[10]

Finally, Article 907 does not support CSX's assertion that Chapter 9 would displace NAFTA's national treatment guarantee in the realm of merger regulation. Rather, Article 907 (which CSX neglects to quote in full) relates to a discrete activity – "assessment of risk" – that is an element of "standards-related measures." *See* Article 901.1, *supra* ("This *Chapter* applies to standards-related measures ...") (emphasis supplied). Article 907, in turn, states:

> **Article 907: Assessment of Risk.**
>
> 1. A Party may, in pursuing its legitimate objectives, conduct an assessment of risk. *In conducting an assessment, a Party may take into account, among other factors relating to a good or service:*
> *(a) available scientific evidence or technical information;*
> *(b) intended end uses;*
> *(c) processes or production, operating, inspection, sampling or testing methods; or*
> *(d) environmental conditions.*
>
> 2. *Where pursuant to Article 904(2) a Party establishes a level of protection that it considers appropriate and conducts an assessment of risk,* it should avoid arbitrary or unjustifiable distinctions between similar goods or services in the level of protection it considers appropriate, where the distinctions:
> (a) result in arbitrary or unjustifiable discrimination against goods or service providers of another Party;
> (b) constitute a disguised restriction on trade between the Parties; or
> (c) discriminate between similar goods or services for the same use under the same conditions that pose the same level of risk and provide similar benefits.

[10] The majority and concerning opinions in the *S.D. Myers* case are available at http://www.appleton.com/cases/Myers%20-%20Final%20Merits%20Award.pdf and http://www.appleton.com/cases/Myers%20-%20Concurring%20Final%20Merits%20Award.pdf

> 3. Where a Party conducting an assessment of risk determines that available scientific evidence or other information is insufficient to complete the assessment, it may adopt a provisional *technical regulation* on the basis of available relevant information. *The Party shall, within a reasonable period after information sufficient to complete the assessment of risk is presented to it, complete its assessment, review and, where appropriate, revise the provisional technical regulation in the light of that assessment.* (Emphasis supplied).

Thus, the provisions of Article 907 relating to assessment of risk apply only in the context of Chapter 9's provisions on "standards-related measures." And, in any event, the terms of Article 9 itself make clear that merger regulations are not "assessments of risk." Rather, an "assessment of risk" under Article 907 is directed to issues such as "available scientific evidence or technical information," "intended end uses," "processes or production, operating, inspection, sampling or testing methods," and "environmental conditions," and is designed to culminate in the issuance of "technical regulations" (a term that is precisely defined by Article 915, quoted in n. 8, *supra*). Article 907 demonstrates on its face that merger regulation simply does not qualify as such an activity.

**C. CSX's Mistaken View of "Like Circumstances"**

CSX further argues that U.S. railroads and the railroads from other NAFTA countries are not in "like circumstances," and thus, even if national treatment requirements apply, may be accorded discriminatory treatment, "for no other reason than the fact that they will be subject to two countries' rules and regulations, not just those of one country." CSX Rebuttal 58. Likewise, in confronting the national treatment guarantees of Chapters 11 and 12, CSX argues that "U.S.-based rail companies" and "foreign-based rail service providers" are "simply not in 'like circumstances'" because

"substantial operational and management control, as well as substantial equipment [are] located in a foreign country." *Id.* at 63.

CSX's contentions are nothing more than arguments that the Board should impose special requirements on foreign applicants simply because they are foreign, which is directly contrary to NAFTA's design for ending bias based solely on nationality. It is a specious argument that has been flatly rejected when it has been advanced in the context of NAFTA's dispute resolution procedures; rather, "[i]n considering the meaning of 'like circumstances' under Article 1102 of the NAFTA, it is . . . necessary to keep in mind the overall legal context in which the phrase appears."[11] NAFTA's legal context, of course, was to "formally establish a free trade area" where "increase[d] investment opportunities" would be created "by observing the principles and rules of . . . national treatment." Description of NAFTA at 3. Thus, the test for "like circumstances" examines "whether a non-national investor complaining of less favourable treatment is in the same 'sector' as the national investor."[12] It is clear that Canadian carriers such as CN are in the same sector as U.S. carriers, particularly because "'sector' has a wide connotation that includes the concepts of 'economic sector' and 'business sector.'" *Id.*[13]

---

[11] *S.D. Myers*, Partial Award ¶ 245; *see also id.* ¶ 250 ("the interpretation of the phrase 'like circumstances' in Article 1102 must take into account the general principles that emerge from the legal context of the NAFTA").

[12] *S.D. Myers,* Partial Award, ¶ 250.

[13] CSX is also wrong to suggest that the STB must place the burden of coming forward on foreign carriers because only Canadian carriers are "positioned" to "bring forward information" concerning Canadian rail regulation. CSX Rebuttal 64. Canadian transportation regulation is not some kind of hidden law. Information concerning Canadian law is public and readily available to all participants in a merger proceeding, including U.S. carriers (like CSX) that have Canadian operations and shippers that transport across the border. Indeed, CSX's rebuttal comments themselves demonstrate the wide availability of this information and the ability of wholly domestic parties to raise issues with Canadian regulatory proposals. *See id.* at 59 (referencing PANYNJ's

In the end, CSX's rebuttal comments demonstrate precisely why the proposed rules do not square with NAFTA and are otherwise arbitrary. CSX seeks to justify more onerous application standards for Canadian carriers solely on the basis that they are incorporated in a different country within the North American free trade zone. That, however, is precisely the sort of national discrimination that NAFTA sought to end.[14]

**D. CSX's Misplaced Concern for CN's Position Regarding National Defense**

With respect to national defense, CSX and CN's positions appear to be in harmony, despite the contrary implication in CSX's rebuttal comments. CSX is correct when it finds that "Proposed § 1180.11(c) is surplusage" because "Proposed § 1180.1(l) requires all applicants, regardless of nationality, to discuss the transaction's effect on U.S. national defense issues." CSX Rebuttal 64. That is why CN has objected to § 1180.11(c) only to the extent that it is somehow different from § 1180.1(l). *See* CN Comments 37-38; CN Reply Comments 23. The Board can protect defense needs in merger proceedings without the surplusage of §1180.11(c).[15]

---

discussion of rejected Canadian provincial proposals). In any event, foreign rail carriers cannot reasonably be expected to bring forward information "that will allay any concerns in this regard," as CSX's rebuttal suggests (at 64), until after the other parties to a proceeding identify what their concerns are.

[14] CSX's professed concern with "[t]he issue concerning cooperation with the FRA" (CSX Rebuttal 55) is also misplaced, because – as DOT apprised the Board in its comments on the advanced notice of proposed rulemaking – "FRA is now working on a rulemaking to address . . . definitively" the extent of compliance with U.S. safety rules and FRA's enforcement ability for railroads with cross-border operations. DOT ANPR Comments 33. *See also* CN NOPR Comments 30-31 & n. 36 (noting that FRA has published a regulatory agenda identifying its proposal to issue an interim final rule and that the agency is reported to be "readying for publication" the proposed final rule). CSX has not even attempted to show why the FRA's impending regulatory action will not sufficiently address cross-border safety, which is not a merger-specific issue in any event.

[15] CSX's alternate contention, that the Board would be justified in imposing a greater burden on foreign applicants, is erroneous for the reasons discussed in CN's opening comments at 38 (the Department of Defense "is best able to identify defense concerns" in

Respectfully submitted,

**Sean Finn**
**CANADIAN NATIONAL RAILWAY COMPANY**
**935 de La Gauchetiere St. West, Floor 15**
**Montreal, PQ H3B 2M9**
**(514) 399-7091**

**Paul A. Cunningham**
**Richard B. Herzog**
**David A. Bono**
**HARKINS CUNNINGHAM**
**801 Pennsylvania Avenue, N.W.,**
**Suite 600**
**Washington, D.C. 20004-2664**
**(202) 973-7600**

**Myles L. Tobin**
**ILLINOIS CENTRAL RAILROAD COMPANY**
**455 North Cityfront Plaza Drive, 20th Floor**
**Chicago, Illinois 60611-5504**
**(312) 755-7621**

***Attorneys for Canadian National Railway Company***

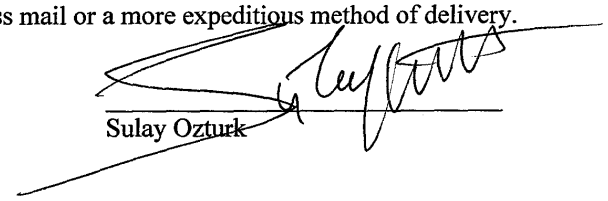
**January 30, 2001**

---

the first instance, while applicants "cannot reasonably be expected to identify defense concerns that are not suggested by experience and that the Department of Defense has not previously raised").

CERTIFICATE OF SERVICE

I certify that I have this 30th day of January, 2001, served copies of the foregoing Motion of Canadian National Railway Company to Strike CSX NAFTA Rebuttal or, in the Alternative, Petition for Leave to File Surrebuttal upon all known parties of record in this proceeding by first-class mail or a more expeditious method of delivery.



Sulay Ozturk